

Honorable Jamal N. Whitehead

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

CYMBIDIUM RESTORATION TRUST,

Plaintiff,

v.

AMERICAN HOMEOWNERPRESERVATION  
TRUST SERIES AHP SERVICING, it's Trustee,  
U.S. BANK TRUST, N.A.; AHP CAPITAL  
MANAGEMENT, LLC; AMERICAN  
HOMEOWNER PRESERVATION SERIES  
2015+; its Trustee, U.S. BANK TRUST  
NATIONAL ASSOCIATION; AHP  
SERVICING, LLC, and JORGE NEWBERY,

Defendants.

Case No. 2:24-cv-00025-JNW

VERIFICATION OF STATE COURT  
RECORDS

AMERICAN HOMEOWNERPRESERVATION  
TRUST SERIES AHP SERVICING; AHP  
CAPITAL MANAGEMENT, LLC; AMERICAN  
HOMEOWNER PRESERVATION SERIES  
2015+; and AHP SERVICING, LLC,

Counter-Plaintiffs,

v.

CYMBIDIUM RESTORATION TRUST,

Counter-Defendant.

1 Attached is a true and correct copy of the docket and the state court records from King  
2 County Superior Court.

3  
4 DATED this 16<sup>th</sup> day of January 2024.

5 **HARRIS SLIWOSKI LLP**

6  
7 By: s/ Daniel P. Harris

8 Daniel P. Harris, WSBA #16778

9 600 Stewart Street, Suite 1200

10 Seattle, WA 98101

11 Tel: 206-224-5657

12 [dan@harris-sliwoski.com](mailto:dan@harris-sliwoski.com)

**CERTIFICATE OF SERVICE**

I hereby certify that on January 16, 2024, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system and will send a true and correct copy of notification of such filing to and mailed a copy to the Nominal Defendants listed below:

<b>Attorneys for Plaintiff</b>	<b>Nominal Defendants</b>
Bradley S. Keller, WSBA # 10665 Byrnes Keller Cromwell LLP 1000 Second Avenue, 38 <sup>th</sup> Floor Seattle, Washington 98104 Telephone: (206) 622-2000 Facsimile: (206) 622-2522 Email: bkeller@byrneskeller.com	<b>U.S. Bank Trust N.A. and U.S. Bank Trust National Association</b>  U.S. Bank Trust N.A. U.S. Bank Trust National Association 800 Nicollet Mall Minneapolis, Minnesota 55402

DATED this 16<sup>th</sup> day of January 2024, at Seattle, Washington.

/s/ Staci Black

Staci Black, Paralegal  
 Harris Sliwoski LLP  
 600 Stewart Street, Suite 1200  
 Seattle, Washington 98101  
 (206) 224-5657  
 Fax: (206) 224-5659

# King County Superior Court Clerk's Office

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**23-2-22911-8 SEA**

CYMBIDIUM RESTORATION TRUST VS AMERICAN HOMEOWNER PRESERVATION TRUST SERIES AHP SERVICING ET AL  
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## Documents

### Documents List

Sub Number	Date Filed	Document Name	Additional Information	Filed By	Page #	Seal
1	11/17/2023	CMPCOM - Commercial Complaint			7	
3	11/17/2023	CICS - Case Information Cover Sheet			1	
2	11/17/2023	ORSCS-CV - Order Setting Case Schedule - Civil		Clerk	6	
4	11/17/2023	SM - Summons		Plaintiff - CYMBIDIUM RESTORATION TRUST	2	
5	11/17/2023	SM - Summons		Plaintiff - CYMBIDIUM RESTORATION TRUST	2	
6	11/17/2023	SM - Summons		Plaintiff - CYMBIDIUM RESTORATION TRUST	2	
7	11/17/2023	SM - Summons		Plaintiff - CYMBIDIUM RESTORATION TRUST	2	
8	11/17/2023	SM - Summons		Plaintiff - CYMBIDIUM RESTORATION TRUST	2	
9	11/17/2023	SM - Summons		Plaintiff - CYMBIDIUM RESTORATION TRUST	2	
10	11/17/2023	SM - Summons		Plaintiff - CYMBIDIUM RESTORATION TRUST	2	

Sub Number	Date Filed	Document Name	Additional Information	Filed By	Page #	Seal
11	12/20/2023	AFSRS - Affidavit / Declaration / Certificate Of Service - Served			7	
12	01/05/2024	NTFPR - Notice of Filing Petition for Removal to U.S. District Court			45	
13	01/05/2024	AFSRES - Affidavit / Declaration / Certificate of eService			1	

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The Honorable Wyman Yip

SUPERIOR COURT OF WASHINGTON IN AND FOR KING COUNTY

CYMBIDIUM RESTORATION TRUST,

Plaintiff,

v.

AMERICAN HOMEOWNER  
PRESERVATION TRUST SERIES AHP  
SERVICING; its Trustee, U.S. BANK TRUST  
N.A.; AHP CAPITAL MANAGEMENT, LLC;  
AMERICAN HOMEOWNER  
PRESERVATION SERIES 2015A+; its Trustee,  
U.S. BANK TRUST NATIONAL  
ASSOCIATION; AHP SERVICING, LLC; and  
JORGE NEWBERY,

Defendants.

No. 23-2-22911-8 SEA

COMPLAINT FOR BREACH OF  
CONTRACT AND CONVERSION

Plaintiff Cymbidium Restoration Trust, through its attorneys, for its Complaint against defendants, alleges as follows:

**I. PARTIES**

1. Plaintiff Cymbidium Reformation Trust (“Cymbidium”) is a Delaware Statutory Trust. Its principal place of business is in King County, Washington.

2. Defendant American Homeowner Preservation Trust Series AHP Servicing (“AHP Trust Servicing”) is a Delaware Statutory Trust. Its principal place of business is in Chicago, Illinois. Defendant U.S. Bank Trust N.A. is the Trustee of AHP Trust Servicing; it is named as a defendant in its nominal Trustee capacity.

3. Defendant American Homeowner Preservation Series 2015A+ (“AHP 2015A+”), is a Delaware Statutory Trust with a principal place of business in Chicago, Illinois. Defendant U.S. Bank Trust National Association is the Trustee of AHP 2015A+; it is named as a defendant in its nominal Trustee capacity.

4. Defendant AHP Servicing, LLC (“AHP Servicing”) is a limited liability company with its principal place of business in Chicago, Illinois.

5. Defendant Jorge Newbery is an individual who resides in the Chicago-area of Illinois. He is the Chief Executive Officer (“CEO”) of AHP Servicing; he is the Manager and CEO of AHP 2015A+; and he is the Manager and CEO of defendant AHP Capital Management LLC, an entity that acted as the administrator of and on behalf of defendant AHP Trust Servicing.

## II. JURISDICTION AND VENUE

6. This court has subject matter jurisdiction pursuant to RCW 2.08.010.

7. Venue is proper pursuant to RCW 4.12.025 in that (i) the contracts the defendant corporations breached, which have Washington choice of law provisions, were made in part in King County, and (ii) portions of the torts alleged herein were committed in and had direct impacts in King County.

8. By entering into the contractual agreements described below, and by engaging in the tortious conduct alleged below, defendants transacted business within, and committed tortious acts within, the state of Washington such that they are subject to personal jurisdiction under RCW 4.28.185.

## III. FACTUAL ALLEGATIONS

### A. Cymbidium, AHP Trust Servicing, and AHP 2015A+ Enter Into a Contract Regarding the Sale of Mortgage Loans.

9. Effective October 7, 2022, plaintiff Cymbidium, as purchaser, entered into an agreement with defendant AHP Trust Servicing and defendant AHP 2015A+ (collectively the

“AHP Sellers”). In the agreement, which is titled Mortgage Loan Sale Agreement With Repurchase Obligation (“Mortgage Sale Agreement”), the AHP Sellers sold and conveyed and assigned to Cymbidium a designated group of mostly non-performing residential loans and the mortgage or other lien interests securing those loans. The Mortgage Sale Agreement provided, among other things, that ownership of the loans being sold and assigned (and their related mortgages or other liens) was transferred to Cymbidium (Mortgage Sale Agreement, Section 2); that Cymbidium was entitled to receive any payments or other recoveries with respect to those loans (*id.*); that if the transaction is deemed to be a loan, Cymbidium had a security interest in each of the loans (*id.* at Section 6); and that AHP Sellers represented and warranted, among other things, that they had good title to, and were the sole owner and holder of the loans, that they had not altered, modified, satisfied, cancelled, or released the borrowers or the residential property liens securing the loans, and that the Mortgage Loan Schedule attached to the Mortgage Sale Agreement was true and correct (*id.* at Sections 8.1 (vi), (vii) and (x)).

10. Under the terms of the Mortgage Sale Agreement, the AHP Sellers also were obligated to repurchase certain of the conveyed loans at a pre-determined price on or prior to January 7, 2023. On that date, the AHP Sellers’ repurchase obligation was over \$19.75 million, which the AHP Sellers did not pay when due.

**B. The Parties Enter Into the First Amendment.**

11. When the AHP Sellers did not repurchase the loans on or before January 7, 2023, as had been agreed, Cymbidium and the AHP Sellers amended the Mortgage Loan Agreement by entering into an agreement entitled: First Amendment to Mortgage Loan Sale Agreement With Repurchase Obligations (“First Amendment”). The First Amendment, among other things, eliminated the AHP Sellers repurchase obligations; conveyed additional designated loans (and their related mortgages or other security liens) to Cymbidium; and it provided that Cymbidium would endeavor to collect or realize a recovery on the loans, with



the recoveries first going to all amounts AHP Sellers owed Cymbidium, to pay unrelated third-party costs and other fees Cymbidium incurred managing the loans, to pay a 16 percent Applicable Pricing Rate, to pay a 1.75 percent Management Fee, and to pay certain other items. Upon payment of those amounts in full, any then-remaining loans or other assets, including any excess cash recovered by Cymbidium, were to be assigned and transferred back to the AHP Sellers. Cymbidium also agreed to exercise best efforts in good faith to maximize the recovery on the mortgage loans, with the AHP Sellers acknowledging that Cymbidium would need to dispose of or resolve the loans in a manner that would enable Cymbidium and its affiliates to meet their obligations to their lender; and that Cymbidium's disposition of the loans acquired could be either in "bulk" or through individual transactions with borrowers or others, but that such resolutions or dispositions would not require approval by the AHP Sellers (First Amendment ¶ 6).

**C. AHP Servicing Provides a Guaranty.**

12. As part of the Mortgage Sale Agreement and the First Amendment transactions, defendant AHP Servicing provided an unconditional and irrevocable guaranty of the AHP Sellers' obligations under those agreements.

**D. Other Pertinent Contract Provisions.**

13. The Mortgage Sale Agreement (Section 14) provides that it shall be construed in accordance with the laws of the state of Washington without regard to conflicts of law, and that the parties' obligations, rights and remedies shall be determined in accordance with Washington law. That agreement also provides that the parties agree to act reasonably, in good faith, and to do all things necessary to effect the transaction including, without limitation, complying with all reasonable requests by the other relating to the transactions (Section 23). The AHP Sellers also agreed to take such further or other actions as shall reasonably be necessary to perform their obligations under the agreement (*id.*). These provisions continued in effect under the First Amendment (First Amendment ¶ 12).

1 **E. The AHP Sellers Breach the Contract; All Defendants Convert Plaintiff's Funds**  
 2 **and Other Property.**

3 14. The AHP Sellers breached the Mortgage Sale Agreement and the First  
 4 Amendment (collectively the "Agreement"), and all defendants converted funds and other  
 5 assets belonging to Cymbidium by, among other things:

- 6 a. Over 200 of the loans purportedly sold to Cymbidium on October 7,  
 7 2022, were no longer outstanding as of that date. The AHP Sellers had  
 8 previously collected, compromised, or obtained some other recovery  
 9 regarding those loans such that they no longer were outstanding. Put  
 10 simply, the AHP Sellers sold and assigned to Cymbidium over 200  
 11 loans that no longer existed. Nor did the AHP Sellers turn over to  
 12 plaintiff the proceeds they (or Newbery or his affiliated entities)  
 13 realized from those loans. Instead, at defendant Newbery's direction,  
 14 those proceeds were retained by the AHP Sellers and/or utilized by  
 15 Newbery to pay expenses regarding other affiliated entities he  
 16 controlled.
- 17 b. After the First Amendment, the AHP Sellers obtained recoveries  
 18 related to loans and mortgages that they had conveyed to plaintiff, and  
 19 at defendant Newbery's direction, those funds also were not turned  
 20 over to plaintiff as was required under the Agreement. Instead, the  
 21 mortgages and the funds were converted by defendants and used by  
 22 defendants to, among other things, pay expenses related to Newbery-  
 23 affiliated companies.
- 24 c. The AHP Sellers failed to provide assignments and allonge and other  
 25 documentation needed to permit Cymbidium to complete property sales  
 26 so it could receive the proceeds from those sales to apply those  
 proceeds against amounts the AHP Sellers owed under the Agreement.

d. The AHP Sellers have not paid all amounts still owed plaintiff under this Agreement.

#### IV. CAUSES OF ACTION

##### A. Breach of Contract.

15. Plaintiff realleges, as if fully set forth, each of the allegations in paragraphs 1-14 above.

16. Based upon the foregoing allegations, the AHP Sellers have breached the provisions of the Agreement. The remaining unpaid amounts that are owed under the Agreement exceed \$2 million, and plaintiff has been damaged in that amount by the AHP Sellers breaches of the Agreement.

17. Pursuant to the Guaranty Agreement, defendant AHP Servicing guaranteed and is therefore liable for the damages resulting from the AHP Sellers' breaches.

##### B. Conversion.

18. Plaintiff realleges, as if fully set forth, each of the allegations in paragraphs 1-17 above.

19. The funds defendants recovered on loans sold to Cymbidium were discrete and segregated funds that should have been turned over to Cymbidium. The mortgages and other lien security interests that were sold and assigned belonged to plaintiff. Newbery, the AHP Sellers, and other entities controlled by Newbery, converted those funds and liens and wrongfully used them for their own purposes. Plaintiff sustained damages in an amount exceeding \$2 million as a result of defendants' conversion of plaintiff's property.

#### V. PRAYER FOR RELIEF

Wherefore, plaintiff requests the following relief:

1. An award of money damages in an amount to be determined at trial but believed to exceed \$2 million;

2. Prejudgment interest and attorneys' fees pursuant to the parties' contracts or otherwise;
3. Such other or further relief as the court may deem appropriate and warranted.

DATED this 17th day of November, 2023.

BYRNES KELLER CROMWELL LLP

By /s/ Bradley S. Keller

Bradley S. Keller, WSBA # 10665

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Seattle, Washington 98104

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*Attorneys for Plaintiff*

(CICS)

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IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON  
 FOR THE COUNTY OF KING

CYMBIDIUM RESTORATION TRUST

No. 23-2-22911-8 SEA

VS

**ORDER SETTING CIVIL CASE SCHEDULE**

AMERICAN HOMEOWNER PRESERVATION  
 TRUST SERIES AHP SERVICING

**ASSIGNED JUDGE: Wyman Yip, Dept. 35**  
 FILED DATE: 11/17/2023  
 TRIAL DATE: 11/18/2024

A civil case has been filed in the King County Superior Court and will be managed by the Case Schedule on Page 3 as ordered by the King County Superior Court Presiding Judge.

**I. NOTICES**

**NOTICE TO PLAINTIFF:**

The Plaintiff may serve a copy of this **Order Setting Case Schedule (Schedule)** on the Defendant(s) along with the **Summons and Complaint/Petition**. Otherwise, the Plaintiff shall serve the **Schedule** on the Defendant(s) within 10 days after the later of: (1) the filing of the **Summons and Complaint/Petition** or (2) service of the Defendant's first response to the **Complaint/Petition**, whether that response is a **Notice of Appearance**, a response, or a Civil Rule 12 (CR 12) motion. The **Schedule** may be served by regular mail, with proof of mailing to be filed promptly in the form required by Civil Rule 5 (CR 5).

**NOTICE TO ALL PARTIES:**

All attorneys and parties should make themselves familiar with the King County Local Rules [KCLCR] -- especially those referred to in this **Schedule**. In order to comply with the **Schedule**, it will be necessary for attorneys and parties to pursue their cases vigorously from the day the case is filed. For example, discovery must be undertaken promptly in order to comply with the deadlines for joining additional parties, claims, and defenses, for disclosing possible witnesses [See KCLCR 26], and for meeting the discovery cutoff date [See KCLCR 37(g)].

**You are required to give a copy of these documents to all parties in this case.**

## I. NOTICES (continued)

### **CROSSCLAIMS, COUNTERCLAIMS AND THIRD-PARTY COMPLAINTS:**

A filing fee of **\$240** must be paid when any answer that includes additional claims is filed in an existing case.

### **KCLCR 4.2(a)(2)**

A Confirmation of Joinder, Claims and Defenses or a Statement of Arbitrability must be filed by the deadline in the schedule. The court will review the confirmation of joinder document to determine if a hearing is required. If a Show Cause order is issued, all parties cited in the order must appear before their Chief Civil Judge.

### **PENDING DUE DATES CANCELED BY FILING PAPERS THAT RESOLVE THE CASE:**

When a final decree, judgment, or order of dismissal of all parties and claims is filed with the Superior Court Clerk's Office, and a courtesy copy delivered to the assigned judge, all pending due dates in this *Schedule* are automatically canceled, including the scheduled Trial Date. It is the responsibility of the parties to 1) file such dispositive documents within 45 days of the resolution of the case, and 2) strike any pending motions by notifying the bailiff to the assigned judge.

Parties may also authorize the Superior Court to strike all pending due dates and the Trial Date by filing a *Notice of Settlement* pursuant to KCLCR 41, and forwarding a courtesy copy to the assigned judge. If a final decree, judgment or order of dismissal of all parties and claims is not filed by 45 days after a *Notice of Settlement*, the case may be dismissed with notice.

**If you miss your scheduled Trial Date**, the Superior Court Clerk is authorized by KCLCR 41(b)(2)(A) to present an *Order of Dismissal*, without notice, for failure to appear at the scheduled Trial Date.

### **NOTICES OF APPEARANCE OR WITHDRAWAL AND ADDRESS CHANGES:**

*All parties to this action must keep the court informed of their addresses.* When a Notice of Appearance/Withdrawal or Notice of Change of Address is filed with the Superior Court Clerk's Office, parties must provide the assigned judge with a courtesy copy.

### **ARBITRATION FILING AND TRIAL DE NOVO POST ARBITRATION FEE:**

A Statement of Arbitrability must be filed by the deadline on the schedule **if the case is subject to mandatory arbitration** and service of the original complaint and all answers to claims, counterclaims and crossclaims have been filed. If mandatory arbitration is required after the deadline, parties must obtain an order from the assigned judge transferring the case to arbitration. **Any party filing a Statement must pay a \$250 arbitration fee.** If a party seeks a trial de novo when an arbitration award is appealed, a fee of \$400 and the request for trial de novo must be filed with the Clerk's Office Cashiers.

### **NOTICE OF NON-COMPLIANCE FEES:**

**All parties** will be assessed a fee authorized by King County Code 4A.630.020 whenever the Superior Court Clerk must send notice of non-compliance of schedule requirements and/or Local Civil Rule 41.

**King County Local Rules are available for viewing at [www.kingcounty.gov/courts/clerk](http://www.kingcounty.gov/courts/clerk).**

**II. CASE SCHEDULE**

<b>*</b>	<b>CASE EVENT</b>	<b>EVENT DATE</b>
	Case Filed and Schedule Issued.	11/17/2023
*	Last Day for Filing Statement of Arbitrability without a Showing of Good Cause for Late Filing [See <i>KCLMAR 2.1(a) and Notices on Page 2</i> ]. <b>\$250 arbitration fee must be paid</b>	04/26/2024
*	<b>DEADLINE</b> to file Confirmation of Joinder if not subject to Arbitration [See <i>KCLCR 4.2(a) and Notices on Page 2</i> ].	04/26/2024
	<b>DEADLINE</b> for Hearing Motions to Change Case Assignment Area [KCLCR 82(e)].	05/10/2024
	<b>DEADLINE</b> for Disclosure of Possible Primary Witnesses [See <i>KCLCR 26(k)</i> ].	06/17/2024
	<b>DEADLINE</b> for Disclosure of Possible Additional Witnesses [See <i>KCLCR 26(k)</i> ].	07/29/2024
	<b>DEADLINE</b> for Jury Demand [See <i>KCLCR 38(b)(2)</i> ].	08/12/2024
	<b>DEADLINE</b> for a Change in Trial Date [See <i>KCLCR 40(e)(2)</i> ].	08/12/2024
	<b>DEADLINE</b> for Discovery Cutoff [See <i>KCLCR 37(g)</i> ].	09/30/2024
	<b>DEADLINE</b> for Engaging in Alternative Dispute Resolution [See <i>KCLCR 16(b)</i> ].	10/21/2024
	<b>DEADLINE:</b> Exchange Witness & Exhibit Lists & Documentary Exhibits [KCLCR 4(j)].	10/28/2024
*	<b>DEADLINE</b> to file Joint Confirmation of Trial Readiness [See <i>KCLCR 16(a)(1)</i> ]	10/28/2024
	<b>DEADLINE</b> for Hearing Dispositive Pretrial Motions [See <i>KCLCR 56; CR 56</i> ].	11/04/2024
*	Joint Statement of Evidence [See <i>KCLCR 4 (k)</i> ]	11/12/2024
	<b>DEADLINE</b> for filing Trial Briefs, Proposed Findings of Fact and Conclusions of Law and Jury Instructions (Do not file proposed Findings of Fact and Conclusions of Law with the Clerk)	11/12/2024
	Trial Date [See <i>KCLCR 40</i> ].	11/18/2024

*The \* indicates a document that must be filed with the Superior Court Clerk's Office by the date shown.*

**III. ORDER**

Pursuant to King County Local Rule 4 [KCLCR 4], IT IS ORDERED that the parties shall comply with the schedule listed above. Penalties, including but not limited to sanctions set forth in Local Rule 4(g) and Rule 37 of the Superior Court Civil Rules, may be imposed for non-compliance. It is FURTHER ORDERED that the party filing this action **must** serve this *Order Setting Civil Case Schedule* and attachment on all other parties.

DATED: 11/17/2023



PRESIDING JUDGE



#### IV. ORDER ON CIVIL PROCEEDINGS FOR ASSIGNMENT TO JUDGE

**READ THIS ORDER BEFORE CONTACTING YOUR ASSIGNED JUDGE.**

This case is assigned to the Superior Court Judge whose name appears in the caption of this case schedule. The assigned Superior Court Judge will preside over and manage this case for all pretrial matters.

**COMPLEX LITIGATION:** If you anticipate an unusually complex or lengthy trial, please notify the assigned court as soon as possible.

**APPLICABLE RULES:** Except as specifically modified below, all the provisions of King County Local Civil Rules 4 through 26 shall apply to the processing of civil cases before Superior Court Judges. The local civil rules can be found at [www.kingcounty.gov/courts/clerk/rules/Civil](http://www.kingcounty.gov/courts/clerk/rules/Civil).

**CASE SCHEDULE AND REQUIREMENTS:** Deadlines are set by the case schedule, issued pursuant to Local Civil Rule 4.

**THE PARTIES ARE RESPONSIBLE FOR KNOWING AND COMPLYING WITH ALL DEADLINES IMPOSED BY THE COURT'S LOCAL CIVIL RULES.**

**A. Joint Confirmation regarding Trial Readiness Report**

No later than twenty one (21) days before the trial date, parties shall complete and file (with a copy to the assigned judge) a joint confirmation report setting forth whether a jury demand has been filed, the expected duration of the trial, whether a settlement conference has been held, and special problems and needs (e.g., interpreters, equipment).

The Joint Confirmation Regarding Trial Readiness form is available at [www.kingcounty.gov/courts/scforms](http://www.kingcounty.gov/courts/scforms). If parties wish to request a CR 16 conference, they must contact the assigned court. Plaintiff's/petitioner's counsel is responsible for contacting the other parties regarding the report.

**B. Settlement/Mediation/ADR**

a. Forty five (45) days before the trial date, counsel for plaintiff/petitioner shall submit a written settlement demand. Ten (10) days after receiving plaintiff's/petitioner's written demand, counsel for defendant/respondent shall respond (with a counter offer, if appropriate).

b. Twenty eight (28) days before the trial date, a Settlement/Mediation/ADR conference shall have been held. FAILURE TO COMPLY WITH THIS SETTLEMENT CONFERENCE REQUIREMENT MAY RESULT IN SANCTIONS.

**C. Trial**

Trial is scheduled for 9:00 a.m. on the date on the case schedule or as soon thereafter as convened by the court. The Friday before trial, the parties should access the court's civil standby calendar on the King County Superior Court website [www.kingcounty.gov/courts/superiorcourt](http://www.kingcounty.gov/courts/superiorcourt) to confirm the trial judge assignment.

#### MOTIONS PROCEDURES

**A. Noting of Motions**

**Dispositive Motions:** All summary judgment or other dispositive motions will be heard with oral argument before the assigned judge. The moving party must arrange with the hearing judge a date and time for the hearing, consistent with the court rules. Local Civil Rule 7 and Local Civil Rule 56 govern procedures for summary judgment or other motions that dispose of the case in whole or in part. The local civil rules can be found at [www.kingcounty.gov/courts/clerk/rules/Civil](http://www.kingcounty.gov/courts/clerk/rules/Civil).

**Non-dispositive Motions:** These motions, which include discovery motions, will be ruled on by the assigned judge without oral argument, unless otherwise ordered. All such motions must be noted for a date by which the ruling is requested; this date must likewise conform to the applicable notice requirements. Rather than noting a time of day, the Note for Motion should state "Without Oral Argument." Local Civil Rule

7 governs these motions, which include discovery motions. The local civil rules can be found at [www.kingcounty.gov/courts/clerk/rules/Civil](http://www.kingcounty.gov/courts/clerk/rules/Civil).

**Motions in Family Law Cases not involving children:** Discovery motions to compel, motions in limine, motions relating to trial dates and motions to vacate judgments/dismissals shall be brought before the assigned judge. All other motions should be noted and heard on the Family Law Motions calendar. Local Civil Rule 7 and King County Family Law Local Rules govern these procedures. The local rules can be found at [www.kingcounty.gov/courts/clerk/rules](http://www.kingcounty.gov/courts/clerk/rules).

**Emergency Motions:** Under the court's local civil rules, emergency motions will usually be allowed only upon entry of an Order Shortening Time. However, some emergency motions may be brought in the Ex Parte and Probate Department as expressly authorized by local rule. In addition, discovery disputes may be addressed by telephone call and without written motion, if the judge approves in advance.

**B. Original Documents/Working Copies/ Filing of Documents: All original documents must be filed with the Clerk's Office.** Please see information on the Clerk's Office website at [www.kingcounty.gov/courts/clerk](http://www.kingcounty.gov/courts/clerk) regarding the requirement outlined in LGR 30 that attorneys must e-file documents in King County Superior Court. The exceptions to the e-filing requirement are also available on the Clerk's Office website. The local rules can be found at [www.kingcounty.gov/courts/clerk/rules](http://www.kingcounty.gov/courts/clerk/rules).

The working copies of all documents in support or opposition must be marked on the upper right corner of the first page with the date of consideration or hearing and the name of the assigned judge. The assigned judge's working copies must be delivered to his/her courtroom or the Judges' mailroom. Working copies of motions to be heard on the Family Law Motions Calendar should be filed with the Family Law Motions Coordinator. Working copies can be submitted through the Clerk's office E-Filing application at [www.kingcounty.gov/courts/clerk/documents/eWC](http://www.kingcounty.gov/courts/clerk/documents/eWC).

**Service of documents:** Pursuant to Local General Rule 30(b)(4)(B), e-filed documents shall be electronically served through the e-Service feature within the Clerk's eFiling application. Pre-registration to accept e-service is required. E-Service generates a record of service document that can be e-filed. Please see the Clerk's office website at [www.kingcounty.gov/courts/clerk/documents/efiling](http://www.kingcounty.gov/courts/clerk/documents/efiling) regarding E-Service.

**Original Proposed Order:** Each of the parties must include an original proposed order granting requested relief with the working copy materials submitted on any motion. **Do not file the original of the proposed order with the Clerk of the Court.** Should any party desire a copy of the order as signed and filed by the judge, a pre-addressed, stamped envelope shall accompany the proposed order. The court may distribute orders electronically. Review the judge's website for information: [www.kingcounty.gov/courts/SuperiorCourt/judges](http://www.kingcounty.gov/courts/SuperiorCourt/judges).

**Presentation of Orders for Signature:** All orders must be presented to the assigned judge or to the Ex Parte and Probate Department, in accordance with Local Civil Rules 40 and 40.1. Such orders, if presented to the Ex Parte and Probate Department, shall be submitted through the E-Filing/Ex Parte via the Clerk application by the attorney(s) of record. E-filing is not required for self-represented parties (non-attorneys). If the assigned judge is absent, contact the assigned court for further instructions. If another judge enters an order on the case, counsel is responsible for providing the assigned judge with a copy.

**Proposed orders finalizing settlement and/or dismissal by agreement of all parties shall be presented to the Ex Parte and Probate Department.** Such orders shall be submitted through the E-Filing/Ex Parte via the Clerk application by the attorney(s) of record. E-filing is not required for self-represented parties (non-attorneys). Formal proof in Family Law cases must be scheduled before the assigned judge by contacting the bailiff, or formal proof may be entered in the Ex Parte Department. **If final order and/or formal proof are entered in the Ex Parte and Probate Department, counsel is responsible for providing the assigned judge with a copy.**

### C. Form

Pursuant to Local Civil Rule 7(b)(5)(B), the initial motion and opposing memorandum shall not exceed 4,200 words and reply memoranda shall not exceed 1,750 words without authorization of the court. The word count

includes all portions of the document, including headings and footnotes, except 1) the caption; 2) table of contents and/or authorities, if any; and 3): the signature block. Over-length memoranda/briefs and motions supported by such memoranda/briefs may be stricken.

***IT IS SO ORDERED. FAILURE TO COMPLY WITH THE PROVISIONS OF THIS ORDER MAY RESULT IN DISMISSAL OR OTHER SANCTIONS. PLAINTIFF/PEITITONER SHALL FORWARD A COPY OF THIS ORDER AS SOON AS PRACTICABLE TO ANY PARTY WHO HAS NOT RECEIVED THIS ORDER.***

A handwritten signature in cursive script, appearing to read "M. Lai", is positioned above a horizontal line.

PRESIDING JUDGE

0300  
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 O E U O A N G H E G G I F F E A U O C E

SUPERIOR COURT OF WASHINGTON IN AND FOR KING COUNTY

CYMBIDIUM RESTORATION TRUST,

Plaintiff,

No.

v.

SUMMONS (60 DAYS)

AMERICAN HOMEOWNER  
 PRESERVATION TRUST SERIES AHP  
 SERVICING; its Trustee, U.S. BANK TRUST  
 N.A.; AHP CAPITAL MANAGEMENT, LLC;  
 AMERICAN HOMEOWNER  
 PRESERVATION SERIES 2015A+; its Trustee,  
 U.S. BANK TRUST NATIONAL  
 ASSOCIATION; AHP SERVICING, LLC; and  
 JORGE NEWBERY,

Defendants.

TO: AMERICAN HOMEOWNER PRESERVATION TRUST SERIES AHP SERVICING  
 440 S. LaSalle St., Suite 1110  
 Chicago, IL 60605

A lawsuit has been started against you in the above-entitled court by Cymbidium  
 Restoration Trust, plaintiff. Plaintiff's claims are stated in the written Complaint for Breach of  
 Contract and Conversion, a copy of which is served upon you with this summons.

In order to defend against this lawsuit, you must respond to the Complaint by stating your  
 defense in writing, and by serving a copy upon the person signing this summons within 60 days  
 after the service of this summons, excluding the day of service, or a default judgment may be  
 entered against you without notice. A default judgment is one where plaintiff is entitled to what

1 it asks for because you have not responded. If you serve a notice of appearance on the  
2 undersigned person, you are entitled to notice before a default judgment may be entered.

3 You may demand that the plaintiff file this lawsuit with this Court. If you do so, the  
4 demand must be in writing and must be served upon the person signing the summons. Within 14  
5 days after you serve the demand, the plaintiff must file this lawsuit with the Court, or the service  
6 on you of this Summons and Complaint will be void.

7 If you wish to seek the advice of an attorney in this matter, you should do so promptly so  
8 that your written response, if any, may be served on time.

9 This summons is issued pursuant to Rule 4 of the Superior Court Civil Rules of the  
10 State of Washington.

11 DATED this 17th day of November, 2023.

12 BYRNES KELLER CROMWELL LLP

13  
14 By /s/ Bradley S. Keller

15 Bradley S. Keller, WSBA # 10665

16 1000 Second Avenue, 38th Floor

17 Seattle, Washington 98104

18 Telephone: (206) 622-2000

19 Facsimile: (206) 622-2522

20 Email: bkeller@byrneskeller.com

21 *Attorneys for Plaintiff*

0300  
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SUPERIOR COURT OF WASHINGTON IN AND FOR KING COUNTY

CYMBIDIUM RESTORATION TRUST,

Plaintiff,

No.

v.

SUMMONS (60 DAYS)

AMERICAN HOMEOWNER  
 PRESERVATION TRUST SERIES AHP  
 SERVICING; its Trustee, U.S. BANK TRUST  
 N.A.; AHP CAPITAL MANAGEMENT, LLC;  
 AMERICAN HOMEOWNER  
 PRESERVATION SERIES 2015A+; its Trustee,  
 U.S. BANK TRUST NATIONAL  
 ASSOCIATION; AHP SERVICING, LLC; and  
 JORGE NEWBERY,

Defendants.

TO: U.S. BANK TRUST N.A.

A lawsuit has been started against you in the above-entitled court by Cymbidium Restoration Trust, plaintiff. Plaintiff's claims are stated in the written Complaint for Breach of Contract and Conversion, a copy of which is served upon you with this summons.

In order to defend against this lawsuit, you must respond to the Complaint by stating your defense in writing, and by serving a copy upon the person signing this summons within 60 days after the service of this summons, excluding the day of service, or a default judgment may be entered against you without notice. A default judgment is one where plaintiff is entitled to what it asks for because you have not responded. If you serve a notice of appearance on the undersigned person, you are entitled to notice before a default judgment may be entered.

This summons is issued pursuant to Rule 4 of the Superior Court Civil Rules of the State of Washington.

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SUPERIOR COURT OF WASHINGTON IN AND FOR KING COUNTY

CYMBIDIUM RESTORATION TRUST,

Plaintiff,

No.

v.

SUMMONS (60 DAYS)

AMERICAN HOMEOWNER  
 PRESERVATION TRUST SERIES AHP  
 SERVICING; its Trustee, U.S. BANK TRUST  
 N.A.; AHP CAPITAL MANAGEMENT, LLC;  
 AMERICAN HOMEOWNER  
 PRESERVATION SERIES 2015A+; its Trustee,  
 U.S. BANK TRUST NATIONAL  
 ASSOCIATION; AHP SERVICING, LLC; and  
 JORGE NEWBERY,

Defendants.

TO: AHP CAPITAL MANAGEMENT, LLC  
 440 S. LaSalle St., Suite 1110  
 Chicago, IL 60605

A lawsuit has been started against you in the above-entitled court by Cymbidium Restoration Trust, plaintiff. Plaintiff's claims are stated in the written Complaint for Breach of Contract and Conversion, a copy of which is served upon you with this summons.

In order to defend against this lawsuit, you must respond to the Complaint by stating your defense in writing, and by serving a copy upon the person signing this summons within 60 days after the service of this summons, excluding the day of service, or a default judgment may be entered against you without notice. A default judgment is one where plaintiff is entitled to what



1 it asks for because you have not responded. If you serve a notice of appearance on the  
2 undersigned person, you are entitled to notice before a default judgment may be entered.

3 You may demand that the plaintiff file this lawsuit with this Court. If you do so, the  
4 demand must be in writing and must be served upon the person signing the summons. Within 14  
5 days after you serve the demand, the plaintiff must file this lawsuit with the Court, or the service  
6 on you of this Summons and Complaint will be void.

7 If you wish to seek the advice of an attorney in this matter, you should do so promptly so  
8 that your written response, if any, may be served on time.

9 This summons is issued pursuant to Rule 4 of the Superior Court Civil Rules of the  
10 State of Washington.

11 DATED this 17th day of November, 2023.

12 BYRNES KELLER CROMWELL LLP

13  
14 By /s/ Bradley S. Keller

15 Bradley S. Keller, WSBA # 10665

16 1000 Second Avenue, 38th Floor

17 Seattle, Washington 98104

18 Telephone: (206) 622-2000

19 Facsimile: (206) 622-2522

20 Email: bkeller@byrneskeller.com

21 *Attorneys for Plaintiff*

0300  
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SUPERIOR COURT OF WASHINGTON IN AND FOR KING COUNTY

CYMBIDIUM RESTORATION TRUST,

Plaintiff,

No.

v.

SUMMONS (60 DAYS)

AMERICAN HOMEOWNER  
 PRESERVATION TRUST SERIES AHP  
 SERVICING; its Trustee, U.S. BANK TRUST  
 N.A.; AHP CAPITAL MANAGEMENT, LLC;  
 AMERICAN HOMEOWNER  
 PRESERVATION SERIES 2015A+; its Trustee,  
 U.S. BANK TRUST NATIONAL  
 ASSOCIATION; AHP SERVICING, LLC; and  
 JORGE NEWBERY,

Defendants.

TO: AMERICAN HOMEOWNER PRESERVATION SERIES 2015A+  
 440 S. LaSalle St., Suite 1110  
 Chicago, IL 60605

A lawsuit has been started against you in the above-entitled court by Cymbidium Restoration Trust, plaintiff. Plaintiff's claims are stated in the written Complaint for Breach of Contract and Conversion, a copy of which is served upon you with this summons.

In order to defend against this lawsuit, you must respond to the Complaint by stating your defense in writing, and by serving a copy upon the person signing this summons within 60 days after the service of this summons, excluding the day of service, or a default judgment may be entered against you without notice. A default judgment is one where plaintiff is entitled to what

1 it asks for because you have not responded. If you serve a notice of appearance on the  
2 undersigned person, you are entitled to notice before a default judgment may be entered.

3 You may demand that the plaintiff file this lawsuit with this Court. If you do so, the  
4 demand must be in writing and must be served upon the person signing the summons. Within 14  
5 days after you serve the demand, the plaintiff must file this lawsuit with the Court, or the service  
6 on you of this Summons and Complaint will be void.

7 If you wish to seek the advice of an attorney in this matter, you should do so promptly so  
8 that your written response, if any, may be served on time.

9 This summons is issued pursuant to Rule 4 of the Superior Court Civil Rules of the  
10 State of Washington.

11 DATED this 17th day of November, 2023.

12 BYRNES KELLER CROMWELL LLP

13  
14 By /s/ Bradley S. Keller

15 Bradley S. Keller, WSBA # 10665

16 1000 Second Avenue, 38th Floor

17 Seattle, Washington 98104

18 Telephone: (206) 622-2000

19 Facsimile: (206) 622-2522

20 Email: bkeller@byrneskeller.com

21 *Attorneys for Plaintiff*

SUPERIOR COURT OF WASHINGTON IN AND FOR KING COUNTY

## SUMMONS (60 DAYS)

### Defendants.

TO: U.S. BANK TRUST NATIONAL ASSOCIATION

In order to defend against this lawsuit, you must respond to the Complaint by stating your defense in writing, and by serving a copy upon the person signing this summons within 60 days after the service of this summons, excluding the day of service, or a default judgment may be entered against you without notice. A default judgment is one where plaintiff is entitled to what

1 it asks for because you have not responded. If you serve a notice of appearance on the  
2 undersigned person, you are entitled to notice before a default judgment may be entered.

3 You may demand that the plaintiff file this lawsuit with this Court. If you do so, the  
4 demand must be in writing and must be served upon the person signing the summons. Within 14  
5 days after you serve the demand, the plaintiff must file this lawsuit with the Court, or the service  
6 on you of this Summons and Complaint will be void.

7 If you wish to seek the advice of an attorney in this matter, you should do so promptly so  
8 that your written response, if any, may be served on time.

9 This summons is issued pursuant to Rule 4 of the Superior Court Civil Rules of the  
10 State of Washington.

11 DATED this 17th day of November, 2023.

12 BYRNES KELLER CROMWELL LLP

13  
14 By /s/ Bradley S. Keller

15 Bradley S. Keller, WSBA # 10665

16 1000 Second Avenue, 38th Floor

17 Seattle, Washington 98104

18 Telephone: (206) 622-2000

19 Facsimile: (206) 622-2522

20 Email: bkeller@byrneskeller.com

21 *Attorneys for Plaintiff*

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SUPERIOR COURT OF WASHINGTON IN AND FOR KING COUNTY

CYMBIDIUM RESTORATION TRUST,

Plaintiff,

No.

v.

SUMMONS (60 DAYS)

AMERICAN HOMEOWNER  
 PRESERVATION TRUST SERIES AHP  
 SERVICING; its Trustee, U.S. BANK TRUST  
 N.A.; AHP CAPITAL MANAGEMENT, LLC;  
 AMERICAN HOMEOWNER  
 PRESERVATION SERIES 2015A+; its Trustee,  
 U.S. BANK TRUST NATIONAL  
 ASSOCIATION; AHP SERVICING, LLC; and  
 JORGE NEWBERY,

Defendants.

TO: AHP SERVICING, LLC  
 c/o Brian J. Benoit, its registered agent  
 20 N. Clark Street, Suite 525  
 Chicago, IL 60602

A lawsuit has been started against you in the above-entitled court by Cymbidium Restoration Trust, plaintiff. Plaintiff's claims are stated in the written Complaint for Breach of Contract and Conversion, a copy of which is served upon you with this summons.

In order to defend against this lawsuit, you must respond to the Complaint by stating your defense in writing, and by serving a copy upon the person signing this summons within 60 days after the service of this summons, excluding the day of service, or a default judgment may be entered against you without notice. A default judgment is one where plaintiff is entitled to what

1 it asks for because you have not responded. If you serve a notice of appearance on the  
2 undersigned person, you are entitled to notice before a default judgment may be entered.

3 You may demand that the plaintiff file this lawsuit with this Court. If you do so, the  
4 demand must be in writing and must be served upon the person signing the summons. Within 14  
5 days after you serve the demand, the plaintiff must file this lawsuit with the Court, or the service  
6 on you of this Summons and Complaint will be void.

7 If you wish to seek the advice of an attorney in this matter, you should do so promptly so  
8 that your written response, if any, may be served on time.

9 This summons is issued pursuant to Rule 4 of the Superior Court Civil Rules of the  
10 State of Washington.

11 DATED this 17th day of November, 2023.

12 BYRNES KELLER CROMWELL LLP

13  
14 By /s/ Bradley S. Keller

15 Bradley S. Keller, WSBA # 10665

16 1000 Second Avenue, 38th Floor

17 Seattle, Washington 98104

18 Telephone: (206) 622-2000

19 Facsimile: (206) 622-2522

20 Email: bkeller@byrneskeller.com

21 *Attorneys for Plaintiff*

0300  
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SUPERIOR COURT OF WASHINGTON IN AND FOR KING COUNTY

CYMBIDIUM RESTORATION TRUST,

Plaintiff,

No.

v.

SUMMONS (60 DAYS)

AMERICAN HOMEOWNER  
 PRESERVATION TRUST SERIES AHP  
 SERVICING; its Trustee, U.S. BANK TRUST  
 N.A.; AHP CAPITAL MANAGEMENT, LLC;  
 AMERICAN HOMEOWNER  
 PRESERVATION SERIES 2015A+; its Trustee,  
 U.S. BANK TRUST NATIONAL  
 ASSOCIATION; AHP SERVICING, LLC; and  
 JORGE NEWBERY,

Defendants.

TO: JORGE NEWBERY  
 440 S. LaSalle St., Suite 1110  
 Chicago, IL 60605

A lawsuit has been started against you in the above-entitled court by Cymbidium Restoration Trust, plaintiff. Plaintiff's claims are stated in the written Complaint for Breach of Contract and Conversion, a copy of which is served upon you with this summons.

In order to defend against this lawsuit, you must respond to the Complaint by stating your defense in writing, and by serving a copy upon the person signing this summons within 60 days after the service of this summons, excluding the day of service, or a default judgment may be entered against you without notice. A default judgment is one where plaintiff is entitled to what



1 it asks for because you have not responded. If you serve a notice of appearance on the  
2 undersigned person, you are entitled to notice before a default judgment may be entered.

3 You may demand that the plaintiff file this lawsuit with this Court. If you do so, the  
4 demand must be in writing and must be served upon the person signing the summons. Within 14  
5 days after you serve the demand, the plaintiff must file this lawsuit with the Court, or the service  
6 on you of this Summons and Complaint will be void.

7 If you wish to seek the advice of an attorney in this matter, you should do so promptly so  
8 that your written response, if any, may be served on time.

9 This summons is issued pursuant to Rule 4 of the Superior Court Civil Rules of the  
10 State of Washington.

11 DATED this 17th day of November, 2023.

12 BYRNES KELLER CROMWELL LLP  
13

14 By /s/ Bradley S. Keller

15 Bradley S. Keller, WSBA # 10665

16 1000 Second Avenue, 38th Floor

17 Seattle, Washington 98104

18 Telephone: (206) 622-2000

19 Facsimile: (206) 622-2522

20 Email: bkeller@byrneskeller.com

21 *Attorneys for Plaintiff*  
22  
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The Honorable Wyman Yip

0300  
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SUPERIOR COURT OF WASHINGTON IN AND FOR KING COUNTY

CYMBIDIUM RESTORATION TRUST,

Plaintiff,

No. 23-2-22911-8 SEA

v.

PROOF OF SERVICE

AMERICAN HOMEOWNER  
PRESERVATION TRUST SERIES AHP  
SERVICING; its Trustee, U.S. BANK TRUST  
N.A.; AHP CAPITAL MANAGEMENT, LLC;  
AMERICAN HOMEOWNER  
PRESERVATION SERIES 2015A+; its Trustee,  
U.S. BANK TRUST NATIONAL  
ASSOCIATION; AHP SERVICING, LLC; and  
JORGE NEWBERY,

Defendants.

Attached are affidavits of service indicating service of the Summons and Complaint  
on the following defendants:

- American Homeowner Preservation Trust Series AHP Servicing;
- AHP Capital Management, LLC;
- American Homeowner Preservation Series 2015A+;
- AHP Servicing, LLC; and
- Jorge Newberry.

///

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1 DATED this 20th day of December, 2023.

2 BYRNES KELLER CROMWELL LLP

3  
4 By /s/ Bradley S. Keller

5 Bradley S. Keller, WSBA # 10665

6 1000 Second Avenue, 38th Floor

7 Seattle, Washington 98104

8 Telephone: (206) 622-2000

9 Facsimile: (206) 622-2522

10 Email: bkeller@byrneskeller.com

11 *Attorneys for Plaintiff*

DA7150B

Law Firm Ref#: 2195.0001

**SUPERIOR COURT OF WASHINGTON IN AND FOR KING COUNTY**

CYMBIDIUM RESTORATION TRUST,

Case No.: 23-2-22911-8 SEA

Plaintiff(s),

VS

AMERICAN HOMEOWNER PRESERVATION TRUST SERIES AHP SERVICING; et al.,

Defendant(s).

**AFFIDAVIT OF SPECIAL PROCESS SERVER**

**Dana Paschall** being first duly sworn on oath, deposes and states the following:

I am over the age of 18 and not a party to this action. I am an employee of It's Your Serve, Inc., Illinois Department of Financial and Professional Regulation number 117.000885.

**INDIVIDUAL/ENTITY TO BE SERVED: American Homeowner Preservation Trust Series AHP Servicing**

I. Served the within named INDIVIDUAL/ENTITY on **12/12/2023 at 8:56 PM**

**CORPORATE SERVICE:** by leaving a copy of this process with **Jorge Newberry (Title): Authorized Person**, a person authorized to accept service. I informed that person of the contents thereof.

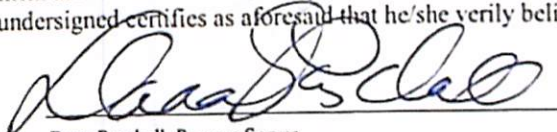
**TYPE OF PROCESS: Summons (60 Days); Order Setting Civil Case Schedule; Complaint for Breach of Contract and Conversion; Case Information Cover Sheet and Area Designation**

**ADDRESS WHERE SERVED: 540 S Summit St, Barrington, IL 60010-4414**

The sex, race and approximate age of the individual/entity with whom the copy of this process was left is as follows:

**Sex: Male - Race: White - Hair: White - Approx. Age: 40 - 60 - Height: 5' 10" - 6' 0" - Weight: 185**

Under penalties as provided by law pursuant to Section 1-109 of the Code of Civil Procedure, the undersigned certifies that the statements set forth in this instrument are true and correct, except as to matters therein stated to be on information and belief and as to such matters the undersigned certifies as aforesaid that he/she verily believes the same to be true.



Dana Paschall, Process Server

Dated: 12-14-2023



It's Your Serve, Inc.  
134 N. LaSalle Street, #1410  
Chicago, IL 60602  
(312) 855-0303

DA7150B

Order #: 367150B ILPRF441

# 367150B

367146A

Law Firm Ref#: 2195.0001

SUPERIOR COURT OF WASHINGTON IN AND FOR KING COUNTY

CYMBIDIUM RESTORATION TRUST,

Case No.: 23-2-22911-8 SEA

Plaintiff(s),  
VS

AMERICAN HOMEOWNER PRESERVATION TRUST SERIES AHP SERVICING; et al.,

Defendant(s).

AFFIDAVIT OF SPECIAL PROCESS SERVER

**Dana Paschall** being first duly sworn on oath, deposes and states the following:

I am over the age of 18 and not a party to this action. I am an employee of It's Your Serve, Inc., Illinois Department of Financial and Professional Regulation number 117.000885.

INDIVIDUAL/ENTITY TO BE SERVED: **AHP Capital Managment LLC c/o Jorge Newberry**

I. Served the within named INDIVIDUAL/ENTITY on **12/12/2023** at **8:56 PM**

**CORPORATE SERVICE:** by leaving a copy of this process with **Jorge Newberry** (Title): **Authorized Person**, a person authorized to accept service. I informed that person of the contents thereof.

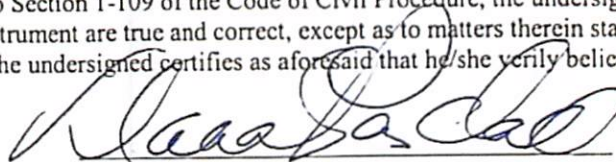
**TYPE OF PROCESS:** **Summons (60 Days); Order Setting Civil Case Schedule; Complaint for Breach of Contract and Conversion; Case Information Cover Sheet and Area Designation**

**ADDRESS WHERE SERVED:** **540 S Summit St, Barrington, IL 60010-4414**

The sex, race and approximate age of the individual/entity with whom the copy of this process was left is as follows:

Sex: **Male** - Race: **White** - Hair: **White** - Approx. Age: **40 - 60** - Height: **5' 10 - 6' 0"** - Weight: **185**

Under penalties as provided by law pursuant to Section 1-109 of the Code of Civil Procedure, the undersigned certifies that the statements set forth in this instrument are true and correct, except as to matters therein stated to be on information and belief and as to such matters the undersigned certifies as aforesaid that he/she verily believes the same to be true.



Dana Paschall, Process Server

Dated: **12.14.2023**



It's Your Serve, Inc.  
134 N. LaSalle Street, #1410  
Chicago, IL 60602  
(312) 855-0303

367146A

Order # 367146A.ILPRF441

#367146A



367150BA

Law Firm Ref#: 2195.0001

**SUPERIOR COURT OF WASHINGTON IN AND FOR KING COUNTY**

CYMBIDIUM RESTORATION TRUST,

Case No.: 23-2-22911-8 SEA

**Plaintiff(s),**

**VS**

AMERICAN HOMEOWNER PRESERVATION TRUST SERIES AHP SERVICING; et al.,

**Defendant(s).**

**AFFIDAVIT OF SPECIAL PROCESS SERVER**

**Dana Paschall** being first duly sworn on oath, deposes and states the following:

I am over the age of 18 and not a party to this action. I am an employee of It's Your Serve, Inc., Illinois Department of Financial and Professional Regulation number 117.000885.

**INDIVIDUAL/ENTITY TO BE SERVED: American Homeowner Preservation Series 2015A+**

I, Served the within named INDIVIDUAL/ENTITY on **12/12/2023 at 8:56 PM**

**CORPORATE SERVICE:** by leaving a copy of this process with **Jorge Newberry** (Title): **Authorized Person**, a person authorized to accept service. I informed that person of the contents thereof.

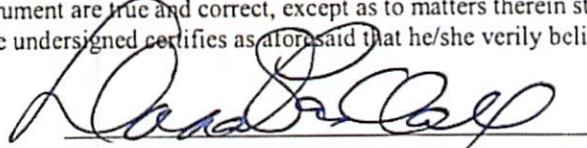
**TYPE OF PROCESS: Summons (60 Days); Order Setting Civil Case Schedule; Complaint for Breach of Contract and Conversion; Case Information Cover Sheet and Area Designation**

**ADDRESS WHERE SERVED: 540 S Summit St, Barrington, IL 60010-4414**

The sex, race and approximate age of the individual/entity with whom the copy of this process was left is as follows:

Sex: **Male** - Race: **White** - Hair: **White** - Approx. Age: **40 - 60** - Height: **5' 10" - 6' 0"** - Weight: **185**

Under penalties as provided by law pursuant to Section 1-109 of the Code of Civil Procedure, the undersigned certifies that the statements set forth in this instrument are true and correct, except as to matters therein stated to be on information and belief and as to such matters the undersigned certifies as aforesaid that he/she verily believes the same to be true.



Dana Paschall, Process Server

Dated: **12.14.2023**



It's Your Serve, Inc.  
134 N. LaSalle Street, #1410  
Chicago, IL 60602  
(312) 855-0303

367150BA

Order #:367150BA/ILPRF441

366492

Law Firm Ref#: 2195.0001

**SUPERIOR COURT OF WASHINGTON IN AND FOR KING COUNTY**

CYMBIDIUM RESTORATION TRUST,

Case No.: 23-2-22911-8 SEA

**Plaintiff(s),**

**VS**

AMERICAN HOMEOWNER PRESERVATION TRUST SERIES AHP SERVICING; its  
Trustee U.S. BANK TRUST N.A.; et al.,

**Defendant(s).**

**AFFIDAVIT OF SPECIAL PROCESS SERVER**

**Michael Mitchell** being first duly sworn on oath, deposes and states the following:

I am over the age of 18 and not a party to this action. I am an employee of It's Your Serve, Inc.,  
Illinois Department of Financial and Professional Regulation number 117.000885.

**INDIVIDUAL/ENTITY TO BE SERVED: AHP Servicing, LLC c/o Brian J. Benoit, Registered Agent**

I, Served the within named INDIVIDUAL/ENTITY on **12/6/2023 at 11:01 AM**

**CORPORATE SERVICE:** by leaving a copy of this process with **Christopher Miller** (Title): **Owner** , a  
person authorized to accept service. I informed that person of the contents thereof.

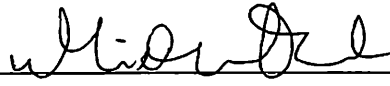
**TYPE OF PROCESS: Summons (60 Days); Complaint for Breach of Contract and Conversion**

**ADDRESS WHERE SERVED: 20 N Clark St Ste 525, Chicago, IL 60602-4365**

The sex, race and approximate age of the individual/entity with whom the copy of this process was left is as  
follows:

Sex: **Male** - Race: **White** - Hair: **Gray** - Approx. Age: **50 - 55** - Height: **5' 8"** - Weight: **170**

Under penalties as provided by law pursuant to Section 1-109 of the Code of Civil Procedure, the undersigned  
certifies that the statements set forth in this instrument are true and correct, except as to matters therein stated to be on  
information and belief and as to such matters the undersigned certifies as aforesaid that he/she verily believes the  
same to be true.

  
\_\_\_\_\_  
Michael Mitchell, Process Server  
Dated: 12/7/2023



It's Your Serve, Inc.  
134 N. LaSalle Street, #1410  
Chicago, IL 60602  
(312) 855-0303

366492

Order #:366492/ILPRF441

366655

Law Firm Ref#: 2195.0001

**SUPERIOR COURT OF WASHINGTON IN AND FOR KING COUNTY**

CYMBIDIUM RESTORATION TRUST,

Case No.: 23-2-22911-8 SEA

Plaintiff(s),  
VS

AMERICAN HOMEOWNER PRESERVATION TRUST SERIES AHP SERVICING; its  
Trustee U.S. BANK TRUST N.A.; et al.,

Defendant(s).

**AFFIDAVIT OF SPECIAL PROCESS SERVER**

**Dana Paschall** being first duly sworn on oath, deposes and states the following:

I am over the age of 18 and not a party to this action. I am an employee of It's Your Serve, Inc.,  
Illinois Department of Financial and Professional Regulation number 117.000885.

INDIVIDUAL TO BE SERVED: **Jorge Newberry**

I, Served the within named INDIVIDUAL on **12/12/2023 at 8:56 PM**

INDIVIDUAL SERVICE: By delivering to the within named INDIVIDUAL a copy of this process personally.

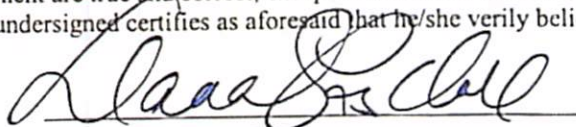
TYPE OF PROCESS: **Summons (60 Days); Complaint for Breach of Contract and Conversion; Order  
Setting Civil Case Schedule; Case Information Cover Sheet and Area Designation**

ADDRESS WHERE SERVED: **540 S. Summit Street, Barrington, IL 60010**

The sex, race and approximate age of the individual with whom the copy of this process was left is as follows:

Sex: **Male** - Race: **White** - Hair: **White** - Approx. Age: **40 - 60** - Height: **5' 10 - 6' 0"** - Weight: **180**

Under penalties as provided by law pursuant to Section 1-109 of the Code of Civil Procedure, the undersigned  
certifies that the statements set forth in this instrument are true and correct, except as to matters therein stated to be on  
information and belief and as to such matters the undersigned certifies as aforesaid that he/she verily believes the  
same to be true.



Dana Paschall, Process Server

Dated: **12/14/2023**



It's Your Serve, Inc.  
134 N. LaSalle Street, #1410  
Chicago, IL 60602  
(312) 855-0303

Order #:366655/ILPRF441



Honorable Wyman Yip

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON  
IN AND FOR KING COUNTY

CYMBIDIUM RESTORATION TRUST,

Plaintiff,  
v.

AMERICAN HOMEOWNER PRESERVATION  
TRUST SERIES AHP SERVICING; its Trustee, U.S.  
BANK TRUST N.A.; AHP CAPITAL  
MANAGEMENT, LLC; AMERICAN  
HOMEOWNERPRESERVATION SERIES 2015A+;  
its Trustee, U.S. BANK TRUST  
NATIONALASSOCIATION; AHP SERVICING,  
LLC; and JORGE NEWBERY,

Defendants.

Case No. 23-2-22911-8 SEA

NOTICE OF REMOVAL OF ACTION  
TO U.S. DISTRICT COURT

TO: Cymbidium Restoration Trust, Plaintiff;

TO: Bradley S. Keller, Plaintiff's counsel; and

TO: U.S. Bank Trust N.A. and U.S. Bank Trust National Association, nominal Defendants.

PLEASE TAKE NOTICE that a Notice of Removal of this action was filed in the United States District Court for the Western District of Washington at Seattle on January 5, 2024. This Notice is filed pursuant to 28 U.S.C. § 1446(d), which provides the following: Promptly after the filing of such notice of removal of a civil action the defendant or defendants shall give written notice thereof to all adverse parties and shall file a copy of the notice with the clerk of such State court, which shall effect the removal and the State court shall proceed no further unless and until the case is remanded.

NOTICE OF REMOVAL OF ACTION  
FROM STATE COURT - 1

**HARRIS SLIWOSKI LLP**  
600 Stewart Street, Suite 1200  
Seattle, Washington 98101  
Telephone: (206) 224-5657

1 A copy of the Notice of Removal accompanies this Notice and is served and filed herewith.

2 DATED this 5th day of January 2024.

3 **HARRIS SLIWOSKI LLP**

4  
5 By: s/ Dan Harris

6 Daniel P. Harris, WSBA #16778

7 600 Stewart Street, Suite 1200

8 Seattle, WA 98101

9 Tel: 206-224-5657

10 dan@harris-sliwoski.com

11 *Attorneys for Defendants American Homeowner*

12 *Preservation Trust Services AHP Servicing, AHP*

13 *Capital Management, LLC, American Homeowner*

14 *Preservation Series 2015A+, AHP Servicing, LLC,*

15 *and Jorge Newberry*

**DECLARATION OF SERVICE**

I hereby certify that on January 5, 2024, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system and will send a true and correct copy of notification of such filing to:

<b>Attorneys for Plaintiff</b>  Bradley S. Keller, WSBA # 10665 Byrnes Keller Cromwell LLP 1000 Second Avenue, 38 <sup>th</sup> Floor Seattle, Washington 98104 Telephone: (206) 622-2000 Facsimile: (206) 622-2522 Email: bkeller@byrneskeller.com	<b>Nominal Defendants</b> <b>U.S. Bank Trust N.A. and U.S. Bank Trust National Association</b>  U.S. Bank Trust N.A. U.S. Bank Trust National Association 800 Nicollet Mall Minneapolis, Minnesota 55402
---	--

DATED this 5<sup>th</sup> day of January 2024, at Seattle, Washington.

/s/ Staci Black

Staci Black, Paralegal  
Harris Sliwoski LLP  
600 Stewart Street, Suite 1200  
Seattle, Washington 98101  
(206) 224-5657  
Fax: (206) 224-5659

1  
2  
3  
4  
5  
6  
7 **IN THE UNITED STATES DISTRICT COURT**  
8 **FOR THE WESTERN DISTRICT OF WASHINGTON**  
9 **AT SEATTLE**

10 CYMBIDIUM RESTORATION TRUST,

11 Plaintiff,  
12 v.

13 AMERICAN HOMEOWNER PRESERVATION  
14 TRUST SERIES AHP SERVICING; its Trustee, U.S.  
15 BANK TRUST N.A.; AHP CAPITAL  
16 MANAGEMENT, LLC; AMERICAN  
17 HOMEOWNER PRESERVATION SERIES 2015A+;  
18 its Trustee, U.S. BANK TRUST  
19 NATIONAL ASSOCIATION; AHP SERVICING,  
20 LLC; and JORGE NEWBERRY,

21 Defendants.

Case No. 2:24-cv-00025

**NOTICE OF REMOVAL TO  
FEDERAL COURT**

*[King County Superior Court  
Case No. 2023-2-22911-8]*

**[CLERK'S ACTION REQUIRED]**

22 TO: Clerk of the Court, United States District Court for the Western District of Washington;  
23 AND TO: Plaintiff, Cymbidium Restoration Trust;  
24 AND TO: Bradley S. Keller, Byrnes Keller Cromwell LLP, counsel to Plaintiff;  
25 AND TO: Defendants U.S. Bank Trust N.A. and U.S. Bank Trust National Association.  
26

PLEASE TAKE NOTICE that pursuant to 28 U.S.C. §§1332, 1441 and 1446, Defendants American Homeowner Preservation Trust Series AHP Servicing, AHP Capital Management, LLC, American Homeowner Preservation Trust Series 2015A+ (incorrectly named as "American Homeowner Preservation Series 2015A+), AHP Servicing, LLC, and Jorge Newberry (collectively, the "Removing Defendants"), by and through their undersigned attorney, submit this Notice of

1 Removal to the United States District Court for the Western District of Washington, of the above-  
 2 styled action, pending as Case No. 2023-2-22911-8 in the Superior Court of King County, Washington  
 3 (the “State Court Action”). In support of this Notice of Removal, Removing Defendants state as  
 4 follows:

5 1. On November 7, 2023, a Complaint was filed by Cymbidium Restoration Trust  
 6 (“Plaintiff”) in the King County Superior Court, styled *Cymbidium Restoration Trust v. American*  
 7 *Homeowner Preservation Trust Series AHP Servicing, et al.* (Case No. 2023-2-22911-8). Plaintiff  
 8 seeks damages allegedly arising from Defendants’ breach of a Mortgage Sale Agreement and  
 9 Amendment thereto and for conversion. A copy of the Complaint for Breach of Contract of Contract  
 10 and Conversion is attached hereto as Exhibit A.

11 2. 28 U.S.C. §1446(b) provides in pertinent part, “The notice of removal of a civil action  
 12 or proceeding shall be filed within 30 days after receipt by the Defendant, through service ... of a copy  
 13 on the initial pleading setting forth the claim ... or within 30 days after the service of summons upon  
 14 defendant if such initial pleading has then been filed in court and is not required to be served on the  
 15 defendant, whichever period is shorter. Pursuant to 28 U.S.C. §1446(c), Removing Defendants are  
 16 seeking removal within the thirty-day limitation based on diversity of citizenship. *See* 28 U.S.C. §  
 17 1332.

18 3. Plaintiff’s Complaint and Summonses in the State Court Action were served via special  
 19 processor on the registered agent for Defendant, AHP Servicing, LLC on December 6, 2023. This  
 20 Notice of Removal is filed within 30 days of Defendant, AHP Servicing LLC’s receipt of the Summons  
 21 and Complaint, and is therefore timely filed and served pursuant to 28 U.S.C. § 1446(b). *See* Affidavit  
 22 of Service attached as Exhibit B.

23 4. According to the Affidavit of Special Processor filed by Cymbidium in King County,  
 24 the remaining Removing Defendants were served via special process server on December 12, 2023.  
 25 Exhibit B.

1           5. Defendants U.S. Bank Trust National Association and U.S. Bank Trust N.A. were  
2 named in the State Court Action in their nominal capacity. Exhibit A ¶¶ 2 and 3. They have not been  
3 served with summons and complaint in the State Court Action.

4           6. Venue is proper in this district pursuant to 28 U.S.C. § 1391(b) and 28 U.S.C. § 128(b).  
5 Under Local Civil Rule 3(e)(1), removal to the Western District of Washington at Seattle is proper  
6 because a substantial part of the alleged events or omissions that give rise to the claims occurred in  
7 King County. Exhibit A ¶¶ 7 and 8.

8           7. Plaintiff is a Delaware Statutory Trust with its principal place of business in King  
9 County, Washington. Exhibit A ¶ 1.

10           8. Upon information and belief, the beneficial owner of Cymbidium Restoration Trust is  
11 Cymbidium Restoration, LLC, a Delaware Limited Liability Company with its principal place of  
12 business in Seattle, King County, Washington. For diversity purposes, the citizenship of limited  
13 liability companies is determined by the citizenship of its members. *Johnson v. Columbia Props.*  
14 *Anchorage, LP*, 437 F.3d 894, 899 (9th Cir. 2006).

15           9. Upon information and belief, the members of Cymbidium Restoration, LLC are Oak  
16 Harbor Capital, LLC and Adam Henderson.

17           a. Adam Henderson is a resident of the State of Washington.

18           b. Oak Harbor Capital, LLC is a Delaware Limited Liability Company with its  
19 principal place of business in Seattle Washington. Its sole member is Oak Harbor Holdings, LLC.

20           10. Oak Harbor Holdings, LLC is a Delaware Limited Liability Corporation with its  
21 principal place of business in Seattle, Washington.

22           11. Upon information and belief, the individual members of Oak Harbor Holdings are  
23 Courtney Dodd, a resident of the State of Washington and Ophrys, LLC (now known as Oak Harbor  
24 Capital, LLC, *See* ¶ 9b, above).

25           12. Upon information and belief, William Weinstein is a member, directly or indirectly, of  
26 one or all entities set forth in ¶¶ 9 through 11, above. Mr. Weinstein is a resident of the State of

1 Washington. *See Exhibit C*, which is attached hereto and sets forth the public record searches that  
2 identify Mr. Weinstein as a member of the various “Oak Hill” entities.

3 13. Defendant AHP Servicing, LLC is a Delaware LLC with its principal place of business  
4 in Chicago, Cook County, Illinois. Defendant’s sole member is Neighborhoods United LLC, a  
5 Delaware Limited Liability Company with its principal place of business in Chicago, Illinois.

6 14. The members of Neighborhoods United, LLC are Echeverria Kelly and Jorge Newbery.  
7 *See* ¶ 4 of the Declaration of Jorge Newbery in Support of Defendants’ Notice of Removal of Action  
8 under 28 U.S.C. § 1441(b) (the “Newbery Declaration”), attached hereto and marked as *Exhibit D*.

9 a. Echeverria Newbery is a resident of Barrington, Cook County, Illinois. *Id.* at ¶¶  
10 2 and 4.

11 b. Jorge Newbery is a resident of Barrington, Cook County, Illinois. *Id.* at ¶ 4.

12 15. Defendant American Homeowner Preservation Trust Series AHP Servicing is a  
13 Delaware Statutory Trust with its principal place of business in Chicago, Cook County, Illinois.

14 16. The sole beneficiary of American Homeowner Preservation Trust Series AHP  
15 Servicing is Defendant, AHP Servicing, LLC. *See* ¶¶ 13 and 14, above.

16 17. The administrator of American Homeowner Preservation Trust Series AHP Servicing  
17 is AHP Capital Management, LLC, an Ohio LLC with its principal place of business in Chicago, Cook  
18 County, Illinois.

19 18. The sole member of AHP Capital Management, LLC is Neighborhoods United, LLC.  
20 *See* ¶ 13.

21 19. Defendant American Homeowner Preservation Series 2015A+ is not an operating  
22 entity.

23 20. Defendant American Homeowner Preservation Trust Series 2015A+, to the extent  
24 improperly sued as American Homeowner Preservation Series 2015A+, is a Delaware Statutory Trust  
25 with its principal place of business in Chicago, IL. Its administrator is AHP Capital Management,  
26 LLC. *See* ¶¶ 14 and 18, above.

21. The sole beneficiary of American Homeowner Preservation Trust Series AHP 2015A+ is American Homeowner Preservation 2015 A+ LLC. The sole member of American Homeowner Preservation 2015A+ LLC is American Homeowner Preservation Management, LLC. The sole member of American Homeowner Preservation Management, LLC is Jorge Newbery, a resident of Barrington, Cook County, Illinois.

22. Defendant U.S. Bank Trust N.A. (“USBT”), named as a nominal party in the State Court Action, is upon information and belief an abbreviation for U.S. Bank Trust National Association, a Delaware Corporation with its principal place of business in Minneapolis, Minnesota.

23. Defendant U.S. Bank Trust National Association (“USBN”, and collectively with USBT, the “Other Defendants”) and named as a nominal party in the State Court Action is a Delaware Corporation with its principal place of business in Minneapolis, Minnesota.

24. Defendant, Jorge Newbery is a resident of Cook County in the State of Illinois. *See* the Newbery Declaration at ¶ 2.

25. The above-entitled case is a civil action of which the United States District Court for the Western District of Washington has original jurisdiction under the provisions of 28 U.S.C. Section 1332 and is an action of a civil nature between citizens of different states, wherein the Defendants have a good faith belief that the amount in controversy exceeds \$75,000.00. *See* (a) Declaration of Dan Harris (the “Harris Declaration”) attached hereto and marked as Exhibit E, and (b) Exhibit A ¶ (V)(1) (plaintiff requests an award of money damages in an amount to be determined at trial but believed by plaintiff to exceed \$2 million).

26. Pursuant to 28 U.S.C. Section 1446(a) and Local Civil Rule 101(c), Removing Defendants have attached a complete record of the State Court Action. *See* Harris Declaration and exhibits thereto attached as Exhibit E.

27. Removing Defendants will promptly serve Plaintiff and the Other Defendants and file with this Court its Notice to Plaintiff of Removal to Federal Court, informing Plaintiff and the Other Defendants that this matter has been removed to federal court. 28 U.S.C. §§ 1446(a) and (d). Removing



Defendants will also promptly file with the Clerk of the Superior Court of the State of Washington for the County of King, and serve on Plaintiff and the Other Defendants, a Notice to Clerk of Removal to Federal Court pursuant to 28 U.S.C. § 1446(d). Removing Defendants attach as Exhibit F to this Notice a copy of the notice to be filed with the state court (without the notice's attachments).

28. This Notice of Removal is signed pursuant to Fed. R. Civ. P. 11. *See* 28 U.S.C. § 1446(a).

29. All of the Removing Defendants' rights are reserved, including, but not limited to, defenses and objections as to venue and personal jurisdiction and the right to move for dismissal of the Complaint for, e.g., failure to state a claim for relief and failure to sue the appropriate parties. The filing of this Notice of Removal is subject to, and without waiver of, any such defenses and objections.

30. Removing Defendants also reserve the right to amend or supplement this Notice of Removal.

WHEREFORE, Removing Defendants respectfully give notice that the above-entitled action be removed and transferred from the Superior Court of King County, Washington, to the United States District Court for the Western District of Washington pursuant to 28 U.S.C. §§ 1332, 1441, and 1446.

DATED this 5th day of January 2024.

**HARRIS SLIWOSKI LLP**

By: s/ Dan Harris

Daniel P. Harris, WSBA #16778

600 Stewart Street, Suite 1200

Seattle, WA 98101

Tel: 206-224-5657

dan@harris-sliwoski.com

*Attorneys for Defendants American Homeowner Preservation Trust Services AHP Servicing, AHP Capital Management, LLC, American Homeowner Preservation Series 2015A+, AHP Servicing, LLC, and Jorge Newberry*

**DECLARATION OF SERVICE**

I hereby certify that on January 5, 2024, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system and will send a true and correct copy of notification of such filing to:

<b>Attorneys for Plaintiff</b>  Bradley S. Keller, WSBA # 10665 Byrnes Keller Cromwell LLP 1000 Second Avenue, 38 <sup>th</sup> Floor Seattle, Washington 98104 Telephone: (206) 622-2000 Facsimile: (206) 622-2522 Email: bkeller@byrneskeller.com	<b>Nominal Defendants</b> <b>U.S. Bank Trust N.A. and</b> <b>U.S. Bank Trust National Association</b>  U.S. Bank Trust N.A. U.S. Bank Trust National Association 800 Nicollet Mall Minneapolis, Minnesota 55402
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DATED this 5<sup>th</sup> day of January 2024, at Seattle, Washington.

/s/ Staci Black

Staci Black, Paralegal  
Harris Sliwoski LLP  
600 Stewart Street, Suite 1200  
Seattle, Washington 98101  
(206) 224-5657  
Fax: (206) 224-5659